

**STATE OF ILLINOIS
ILLINOIS STATE POLICE MERIT BOARD**

IN THE MATTER OF

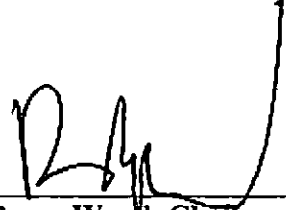
**TROOPER JULIAN TORRES
I.D. # 6501**

**Illinois State Police Merit Board
Docket No. 16-04**

DECISION

A Complaint was filed with the Merit Board on December 6, 2016, by Leo P. Schmitz, Director of the Illinois State Police, requesting that Trooper Julian Torres be suspended from employment with the Illinois State Police for a period greater than thirty (30) days. Mr. Thomas Johnson, Esq., was appointed to serve as the Hearing Officer. No hearing was held. The Petitioner was represented by Ms. Laurie Smigielski, Esq., Assistant Attorney General, Illinois State Police and the Respondent was represented by Mr. Guy Studach, Esq.

This matter comes before the Illinois State Police Merit Board for consideration on the JOINT MOTION FOR A DECISION OF THE MERIT BOARD submitted by both parties. The Merit Board grants the JOINT MOTION FOR A DECISION OF THE MERIT BOARD, which is attached to this Decision, and is made a part of this record. On January 4, 2017, the Board, by unanimous decision, voted to grant the JOINT MOTION, and accepts as a factual basis those facts stipulated in the Joint Motion and its attachments. The facts stipulated display substantial shortcoming on the part of Trooper Torres and constitute cause for suspension. It is, therefore, the unanimous decision of the Board to suspend Trooper Torres for a period of sixty (60) days without pay.



Reeve Waul, Chairman

DATED: January 6, 2017

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ILLINOIS STATE POLICE MERIT BOARD**

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**ILLINOIS STATE POLICE
MERIT BOARD**

IN THE MATTER OF:

TROOPER JULIAN TORRES,
I.D. No.: 6501

Illinois State Police Merit Board No.: 16-04

SETTLEMENT AGREEMENT

NOW COME LEO P. SCHMITZ, the Director of the Illinois State Police, by his attorney, Lisa Madigan, Attorney General of Illinois, and TROOPER JULIAN TORRES, by his attorney, Guy Studach, and for their Settlement Agreement, hereby stipulate and state as follows:

1. Trooper Julian Torres (Respondent) voluntarily admits to all allegations of Count I, III, IV and V of the Merit Board Complaint in their entirety. *See* Complaint attached hereto as Exhibit A.
2. Respondent admits that he made false statements on official Department-issued warning documents by inserting the words "unable to sign" in box 25 of those warning documents, as alleged in Count I of the Complaint. Copies of said warning documents are attached to the Complaint as Exhibits 1, 3, and 5.
3. For purposes of this Settlement Agreement only, the Illinois State Police agrees to dismiss Count II of the Complaint.
4. Respondent admits that on April 8, 2016 while working the midnight shift from 10:00pm to 6:00am, he performed a traffic stop for speeding on a semi-tractor trailer driven by a civilian named Alan Gory on Interstate 55 in Chicago. During this stop, a Motor Carrier

Safety Inspection was also performed by Trooper Torres. Respondent admits that he failed to utilize his Department-issued audio and video equipment to record the events that transpired during this stop. During the same April 8, 2016 midnight shift, Trooper Torres admits he performed a traffic stop for speeding Mr. Somail Siddiq, which he failed to properly audio record. These admissions are consistent with the allegations in Count III of the Department's Complaint.

5. Respondent admits that he drafted written warnings for violators, which he never provided to those violators, as alleged in Count IV of the Complaint. Those warning documents were submitted to Department personnel for entry into the Department's TIPS computer system, thereby creating an official record of the warning, without the motorist being advised of the written warning.
6. Respondent admits that, while working on patrol, he failed to: advise motorists of the violations that he issued written warnings for, obtain signatures on written warning documents, and to give motorists a copy of the written warning documents, as alleged in Count V of the Complaint.
7. The Parties agree that the above admissions constitute violations of Department Policy as alleged in Counts I, III, IV and V of the Complaint.
8. The Parties agree that in consideration of the above admissions by Trooper Torres, and the acceptance thereof by the Illinois State Police, Trooper Torres' punishment shall be *sixty (60)* days suspension without pay. Per FOP contract RC-164, Article 8, Section 2, Trooper Torres shall be permitted to utilize up to thirty (30) days of accumulated time off, other than sick time, in partial satisfaction of the above-referenced period of

suspension, in lieu of days off without pay.

9. This Agreement of the Parties renders any further proceedings unnecessary in the matter of Trooper Julian Torres, docket no. 16-04, currently pending before the Illinois State Police Merit Board, as that cause is now fully resolved between the Parties.

Furthermore, the Parties agree to forever waive any and all appeals from any administrative proceedings related thereto. The Parties agree to file, through their respective counsel, a joint motion with the Illinois State Police Merit Board requesting a decision of the Merit Board in accordance with this Settlement Agreement.

10. The Illinois State Police and Trooper Torres acknowledge that this Agreement constitutes a full and fair settlement of any actual or potential charges relating to the matters addressed in the Illinois State Police Merit Board case no.: 16-04.

11. Trooper Torres, his heirs, successors and assigns, agree to release, and hereby release and forever discharge the State of Illinois, the Illinois State Police, its current or former officers, agents, employees, and insurers, from any and all claims for damages, back pay, attorneys fees, costs, expenses or other relief on account of, or in any way arising out of any and all injuries or deprivations of civil or constitutional rights or state law claims, including but not limited to, actions arising under 42 U.S.C. Section 1983, and Title VII of the Civil Rights Act of 1964, as amended, or in equity, arising out of the subject matter of the aforementioned case, that were known or should have been know up to and including the date of this Settlement Agreement. This Settlement Agreement is intended to be a full and complete disposition of this entire claim and/ or cause.

12. The Parties acknowledge that they have read and fully understand the terms of this

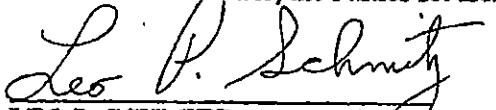
Settlement Agreement, that they have had the advice and benefit of counsel of their choosing with respect to its terms, that this document constitutes the entire agreement of the Parties, that this Settlement Agreement will be governed by the laws of the State of Illinois, and that they do hereby willingly and voluntarily agree to its terms and conditions. No promise has been made to pay or give Trooper Torres any greater or further consideration other than as stated in this Settlement Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties hereto concerning the subject matter of this Settlement Agreement are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter of this Settlement Agreement.

13. Trooper Torres enters into this Agreement as a free and voluntary act with full knowledge of its legal consequences.
14. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, without regard to the principles of conflict of laws.
15. This Agreement may not be changed, modified or assigned except by the written agreement of Trooper Torres, his counsel, the Illinois State Police and the Illinois Attorney General.
16. This Agreement shall not be construed to constitute a waiver of the sovereign immunity of the State of Illinois or the Illinois State Police.
17. If any provision of this Agreement is declared invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

18. All parties to this Agreement acknowledge that they participated in the drafting of this Settlement Agreement.

19. The parties are aware that the authority to make disposition of this cause rests with the Board. Therefore, these stipulations and recommendations are entered into on the condition that the Board adopts the recommendations as its own order. Should the Board, in the exercise of its statutory authority, decline to adopt the recommendations in their entirety, then in that event: (1) all stipulations and recommendations contained in this document shall be void and held for naught in any further evidentiary hearing on this matter; and (2) the parties would not be precluded from presenting evidence on any relevant issue, whether or not included herein.

WHEREFORE, the Parties set their hands and seals below.

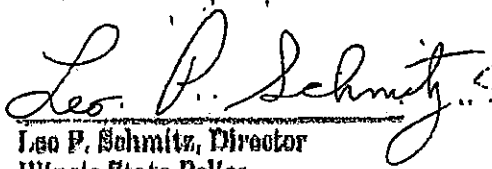

LEO P. SCHMITZ Date
DIRECTOR 12/22/16
ILLINOIS STATE POLICE

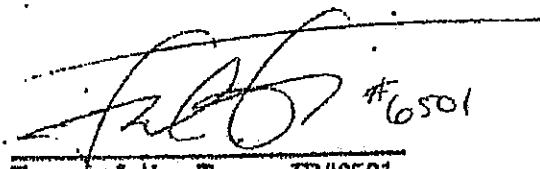
 #6501
JULIAN TORRES Date
12/22/16

 12-22-16
GUY STUDACH Date
ATTORNEY FOR JULIAN TORRES


WHEREFORE, the Parties respectfully request that the Illinois State Police Merit Board issue a Decision approving and incorporating the terms of the attached Settlement Agreement, and for such further relief as the Board deems just and reasonable.

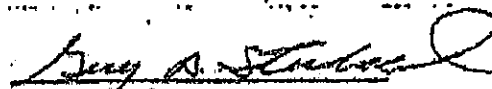
Respectfully submitted:


Leo P. Schmitz, Director
Illinois State Police

 #6501
Trooper Julian Torres, ID#6501
Respondent

Approved as to form and content:


Laurie Smigielaki
Assistant Attorney General
Attorney for Petitioner,
Leo P. Schmitz, Director


Guy Studach
Attorney for Respondent,
Trooper Julian Torres

STATE OF ILLINOIS
ILLINOIS STATE POLICE MERIT BOARD

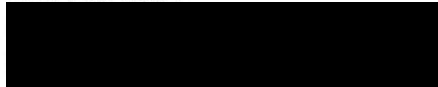
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ILLINOIS STATE POLICE
MERIT BOARD

IN THE MATTER OF

TROOPER JULIAN D. TORRES
I.D. No. 6501



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Illinois State Police
Merit Board No. 16-04

COMPLAINT

NOW COMES Leo Schmitz, Director of the Illinois State Police, and pursuant to 20 ILCS 2610/14 and 80 Ill.Admin.Code Sec. 150.575, states as follows:

STATEMENT OF FACTS

1. Julian D. Torres (Respondent) is employed as a State Police Officer by the Illinois State Police (Department) and holds the rank of Trooper. At all times relevant to this Complaint, Respondent was assigned to District Chicago. Respondent has been employed by the Department since June 2, 2013.
2. Beginning on April 7, 2016 at 10:00 p.m. and ending at 6:00 a.m. on April 8, 2016, Respondent worked a Chicago Area Projects (hereinafter, CAPS) federal hire back detail.
3. During this detail, Respondent stopped a semi-truck allegedly for speeding and a Motor Carrier Safety (MCS) inspection. This truck was driven by an individual named Alan Gory. After the semi-truck inspection was completed, Respondent gave Mr. Gory a copy of the MCS report but failed to give him a copy of the formal ISP written warning document. Said warning document is attached as Exhibit 1.

4. Respondent wrote the words “unable to sign” in box #25 of the warning document. *See Exhibit 1.* Box #25 of the warning document is the location at which the violator is supposed to sign the document upon receiving it from the issuing officer. Respondent, however, never gave Mr. Gory the opportunity to sign (or not to sign) the warning document. In fact, Respondent never gave him the warning document at all.
5. On October 20, 2016, agents from the Department’s Division of Internal Investigation (DII) conducted an administrative interview of Respondent in the presence of his attorney after giving Respondent notice of the allegations under investigation and his administrative rights. During his administrative interview, Respondent admitted that he did not give Mr. Gory a copy of the written warning. As such, Respondent never gave Mr. Gory the opportunity to sign the warning document.
6. Respondent had no reason to believe that Mr. Gory was “unable to sign” the written warning.
7. In addition, during the traffic stop of Mr. Gory, Respondent failed to utilize his Department-issued audio and video equipment to record the events that transpired during the stop. During his October 20, 2016, administrative interview with officers from the Department’s Division of Internal Investigations, Respondent admitted to not properly recording the stop using his audio/video equipment. Specifically, Respondent admitted that he intentionally turned off the video on his squad car camera and that his audio microphone failed to record half of the traffic stop.
8. On April 14, 2016, at 5:40 a.m., Respondent stopped a Toyota Corolla on Interstate 90 near the Ohio Street exit in Chicago. The vehicle was driven by Mr. Bernadino Diaz.

Two written warning documents, as well as several traffic citations, were issued to Mr. Diaz by Respondent.

9. Mr. Diaz signed one Department-issued warning document, #8067808, attached as Exhibit 2. However, with regard to the other written warning document, #8067809, Respondent wrote "unable to sign" in box #25. *See Exhibit #3.* That statement by Respondent was false, given that Mr. Diaz was able to sign written warning #8067808.
10. During his October 20, 2016, administrative interview with officers from DII, Respondent was asked about the traffic stop involving Mr. Diaz. Respondent admitted that it was not truthful for him to state that Mr. Diaz was not able to sign the written warning document. *See Exhibit 4.*
11. On April 14, 2016, at 2:30 a.m., Respondent arrived at the scene of a minor accident at Interstate 90 near the Division Street exit in Chicago. Said accident involved a vehicle driven by Mr. Tommy Henderson. Three written warnings were written by Respondent for Mr. Henderson. All three written warnings contain the words "unable to sign" in box #25. *See Group Exhibit 5.* However, upon being interviewed by officers from DII, Mr. Henderson informed DII that he was never asked by Respondent to sign the written warnings.
12. Respondent had no reason to believe that Mr. Henderson was "unable to sign."
13. On April 8, 2016, at 4:10 a.m., while working the same CAPS hire back detail referred to above, Respondent performed a traffic stop for speeding on Interstate 55, near the California exit in Chicago. The vehicle was driven by Mr. Somail Siddiq. Mr. Siddiq received and signed two written warnings, collectively attached as Group Exhibit 6. Those two written warning numbers are: 7840136 and 7840138. Clearly, those two

warnings were written out of numerical sequence. Warning number 7840137, also attached as Exhibit 6, was written by Respondent at an unrelated incident to a different driver named Miguel Perez. Moreover, during the traffic stop of Mr. Siddiq, Respondent failed to properly record audio from this stop via his Department-issued microphone.

14. On September 29, 2016, officers from DII interviewed District Chicago Master Sergeant Patrick Manno, ID #5745, regarding Respondent's work performance. Master Sergeant Manno was Respondent's supervisor at District Chicago from January 1, 2016, to September 1, 2016. Master Sergeant Manno met with Respondent to discuss his work performance and the incidents described in this Complaint. During this meeting, Respondent told Master Sergeant Manno that the reason he sometimes did not obtain the violator's signature on the written warning document was because the motorist was either incapacitated or in custody and unable to sign. This statement by Respondent to Master Sergeant Manno is false. None of the enforcement actions taken by Respondent that are described above involved a violator that was incapacitated or in custody and unable to sign.
15. During Respondent's administrative interview with officers from DII on October 20, 2016, Respondent was given the opportunity to make a voluntary statement. Respondent agreed to make such a statement, and in that statement Respondent characterized his work performance described above as "it was me being *lazy*." *See Exhibit 7, emphasis added.*
16. On June 7, 2016, Respondent's acting Lieutenant, Juan Valenzuela, ID #5185, met with Respondent to discuss his work performance, including the incidents alleged above. He ordered Respondent to complete a Memorandum that truthfully addressed his work

performance during the CAPS hire back detail of April 7, 2016, and April 8, 2016. Respondent completed that Memorandum on June 7, 2016. After Respondent completed the Memorandum to Acting Lieutenant Valenzuela, he was asked by Acting Lieutenant Valenzuela whether or not he had committed similar acts (of misconduct), such as not giving motorists copies of written warnings that he wrote or not properly recording traffic stops using Department issued audio and video recording equipment, on any other dates. Respondent replied that he had not. This is yet another false statement made by Respondent. As mentioned above, Respondent committed similar acts of misconduct on April 14, 2016.

COUNT I

17. Paragraphs 1.-16. of this Complaint are incorporated by reference as if fully stated herein.
18. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Rule of Conduct, Paragraph III.A.33., which states:

"Reports submitted by officers will be truthful and complete, and no officer will knowingly make false statements, charges or allegations in connection with any Department citations, *warnings*, assistance required, accident reports, field reports, investigative reports, computer entries or by any other means that creates an official record of the Department." (Emphasis added).

Respondent violated this Rule in that he made multiple false statements on official Department-issued warning documents by inserting the words "unable to sign" in box #25 of those warning documents. Respondent had no reason to believe that the violator

could not sign the warning document. The violators in question were never given the warning documents in question.

COUNT II

19. Paragraphs 1.-18. of this Complaint are incorporated by reference as if fully stated herein.
20. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Rules of Conduct, Paragraph III.A.40., which states as follows:

"Upon the order of the Director, Colonel, or a superior officer, officers will truthfully answer all questions specifically directed and narrowly related to the scope of employment and operations of the Department that may be asked of them."

Respondent violated this rule in that he failed to truthfully answer questions specifically directed to him and related to the scope of his employment. Respondent was untruthful when he responded to Master Sergeant Manno's inquiry by telling him that the reason why he sometimes did not obtain a violator's signature on a written warning document was because the motorist was either incapacitated, or in custody and unable to sign. Furthermore, Respondent was untruthful when he told Acting Lieutenant Juan Valenzuela that he only committed these acts of misconduct on April 7-April 8, 2016.

COUNT III

21. Paragraphs 1.-20. of this Complaint are incorporated by reference as if fully stated herein.

22. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Rules of Conduct, Paragraph III.A.65., which states as follows:

"Officers will use video/audio recording equipment in accordance with established Department procedures."

Department Directive EQP-015, paragraph V.B.1., states as follows:

"Officers in uniform will video and audio record every enforcement stop as defined in paragraph III.A. This includes criminal violations discovered as a result of the stop."

Department Directive EQP-015, paragraph III.A., defines enforcement stop as follows:

"An action by a law enforcement officer in relation to enforcement and investigation duties, including but not limited to: traffic stops, pedestrian stops, abandoned vehicle contacts, motorist assists, commercial vehicle stops, roadside safety checks, requests for identification, responses to requests for emergency assistance."

Respondent violated these rules by failing to properly audio and video record the enforcement stops that are described above.

COUNT IV

23. Paragraphs 1.-22. of this Complaint are incorporated by reference as if fully stated herein.
24. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Rules of Conduct, Paragraph III.A.7., which states as follows:

“Officers will conduct themselves on and off duty in such a manner as to reflect favorably on the Department. Officers will not engage in conduct that discredits the integrity of the Department or its employees, or that impairs the operations of the Department. Such actions will constitute conduct unbecoming an officer.”

Respondent violated this rule in that he drafted written warnings for violators, which he never provided to those violators. Those warning documents were submitted to Department personnel for entry into the Department’s TIPS computer system, thereby creating an official record of the warning, without the motorist ever being advised of the written warning.

COUNT V

25. Paragraphs 1.-24. of this Complaint are incorporated by reference as if fully stated herein.
26. All of a portion of the facts set forth herein constitute Respondent’s violation of Department Directive ROC-002, Rules of Conduct, Paragraph III.A.12., which states as follows:

“Officers will maintain sufficient competency to properly perform their duties and assume the responsibilities of their positions. Officers will perform their duties in a manner that will maintain the highest standards of efficiency in carrying out the functions and objectives of the Department. Unsatisfactory performance may be demonstrated by a lack of knowledge of the application of laws required to be enforced; an unwillingness or inability to perform assigned tasks; the failure to conform to work standards established for the officer’s rank, grade or position; the failure to take appropriate action on the occasion of a crime, disorder or other condition deserving police attention; the failure to successfully complete

mandatory annual training requirements; or absence without leave. An isolated incident can be evidence of incompetency and/or unsatisfactory performance. In addition to other indications of unsatisfactory performance, the following will be considered prima facie evidence of unsatisfactory performance: repeated poor evaluations or a written record of repeated infractions of rules, regulations, directives or orders of the Department.”

During CAPS details and regular patrol enforcement, Respondent failed to advise motorists of the violations that he issued written warnings for. He also failed to obtain signature on a written warning document and failed to give motorists a copy of the written warning.

Respondent admitted that he violated this rule in his October 20, 2016, administrative interview with officers from DII, when asked whether or not his work performance, described above, was unsatisfactory or not, he replied: “all this is unsatisfactory.” *See Exhibit 7.*

CERTIFICATION

A copy of Illinois State Police Department Directives ROC-002, Rules of Conduct, and Illinois State Police Department Directive EQP-015, In-Car Video Camera Recording Equipment, are provided in the incorporated attachment and are certified by the Director as accurate, complete, and in full force and effect at the time the aforementioned acts were committed.

CONCLUSION

WHEREFORE, by reason of these facts and charges, I request that the Illinois State Police Merit Board conduct a hearing in this matter and suspend Respondent from employment with the Illinois State Police for a period in excess of thirty (30) days.

Respectfully submitted,


Leo P. Schmitz, Director

Illinois State Police
801 South Seventh Street, Suite 1100-S
Springfield, Illinois 62703